

# EXHIBIT A

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16  
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WORLD WRESTLING ENTERTAINMENT, INC.

18  
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21  
22 MLW MEDIA LLC,

23 *Plaintiff,*

24 v.

25 WORLD WRESTLING  
26 ENTERTAINMENT, INC.,

27 *Defendant.*

28 Case No. 5:22-cv-179-EJD

**FIRST AMENDED ANSWER OF  
DEFENDANT WORLD WRESTLING  
ENTERTAINMENT, INC., TO  
PLAINTIFF'S FIRST AMENDED  
COMPLAINT**

1 Defendant World Wrestling Entertainment, Inc. (“WWE” or “Defendant”) hereby submits  
2 the following first amended answer and affirmative defenses (the “First Amended Answer” or  
3 “FAA”) to Plaintiff MLW Media LLC’s (“Plaintiff” or “MLW”) First Amended Complaint  
4 (“FAC”). The paragraph numbers of WWE’s responses set forth below correspond to the  
5 paragraph numbering of the FAC. The section headings are also reproduced accordingly, but any  
6 allegations of such headings are denied unless specifically admitted. Where not otherwise  
7 specified, abbreviations and definitions used below correspond to abbreviations and definitions  
8 used in the FAC. Pursuant to Rule 8(b)(3) of the Federal Rules of Civil Procedure, WWE hereby  
9 denies all allegations of the FAC except those specifically admitted below. WWE’s investigation  
10 and discovery regarding the facts alleged in the FAC are ongoing, and WWE reserves the right to  
11 amend or supplement this Answer as may be necessary.

## RESPONSES TO SPECIFIC ALLEGATIONS

## Preliminary Statement

14        1. To the extent that Paragraph 1 sets forth conclusions of law, no response is  
15 required. To the extent a response is required, WWE denies the allegations in Paragraph 1.

16        2. To the extent that Paragraph 2 sets forth conclusions of law, no response is  
17 required. To the extent a response is required, WWE denies the allegations in Paragraph 2.

18       3.     WWE lacks knowledge or information sufficient to form a belief as to the truth of  
19 the allegations in Paragraph 3. WWE therefore denies the allegations in Paragraph 3. WWE  
20 denies that MLW has properly defined a “Relevant Market.”

21 || 4. WWE denies the allegations in Paragraph 4.

22 5. To the extent that Paragraph 5 sets forth conclusions of law, no response is  
23 required. To the extent a response is required, WWE denies the allegations in Paragraph 5.

24 6. To the extent that Paragraph 6 sets forth conclusions of law, no response is  
25 required. To the extent a response is required, WWE denies the allegations in Paragraph 6.

26       7.       WWE lacks knowledge or information sufficient to form a belief as to the truth of  
27 the allegations in the first, sixth, and seventh sentences of Paragraph 7. WWE therefore denies  
28 the allegations in the first, sixth, and seventh sentences of Paragraph 7. WWE denies the

1 remaining allegations in Paragraph 7.

2 8. WWE denies the allegations in the first sentence of Paragraph 8. WWE lacks  
3 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in  
4 Paragraph 8. WWE therefore denies the remaining allegations in Paragraph 8.

5 9. WWE denies the allegations in the first and second sentences of Paragraph 9.  
6 WWE lacks knowledge or information sufficient to form a belief as to the truth of the remaining  
7 allegations in Paragraph 9. WWE therefore denies the remaining allegations in Paragraph 9.

8 10. To the extent that Paragraph 10 sets forth conclusions of law, no response is  
9 required. To the extent a response is required, WWE denies the allegations in Paragraph 10.

10 11. To the extent that Paragraph 11 sets forth conclusions of law, no response is  
11 required. To the extent a response is required, WWE denies the allegations in Paragraph 11.  
12 WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations  
13 in the third sentence of Paragraph 11. WWE therefore denies the allegations in the third sentence  
14 of Paragraph 11.

15 12. To the extent that Paragraph 12 sets forth conclusions of law, no response is  
16 required. To the extent a response is required, WWE denies the allegations in Paragraph 12.

17 13. To the extent that Paragraph 13 sets forth conclusions of law, no response is  
18 required. To the extent a response is required, WWE denies the allegations in Paragraph 13.

19 14. To the extent that Paragraph 14 sets forth conclusions of law, no response is  
20 required. To the extent a response is required, WWE denies the allegations in Paragraph 14.

21 15. To the extent that Paragraph 15 sets forth conclusions of law, no response is  
22 required. To the extent a response is required, WWE denies the allegations in Paragraph 15.

23 **PARTIES**

24 16. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
25 the allegations in Paragraph 16. WWE therefore denies the allegations in Paragraph 16.

26 17. WWE admits the allegations in Paragraph 17.

27 **JURISDICTION AND VENUE**

28 18. To the extent that Paragraph 18 sets forth conclusions of law, no response is

1 required. To the extent a response is required, WWE denies the allegations in Paragraph 18.

2 19. To the extent that Paragraph 19 sets forth conclusions of law, no response is  
3 required. To the extent a response is required, WWE denies the allegations in Paragraph 19.

4 **BACKGROUND**

5 **I. INTRODUCTION**

6 20. To the extent that Paragraph 20 sets forth conclusions of law, no response is  
7 required. To the extent a response is required, WWE denies the allegations in Paragraph 20.

8 21. To the extent that Paragraph 21 sets forth conclusions of law, no response is  
9 required. To the extent a response is required, WWE denies the allegations in Paragraph 21.

10 22. To the extent that Paragraph 22 sets forth conclusions of law, no response is  
11 required. To the extent a response is required, WWE denies the allegations in Paragraph 22.

12 23. To the extent that Paragraph 23 sets forth conclusions of law, no response is  
13 required. To the extent a response is required, WWE denies the allegations in Paragraph 23.

14 **II. THE PROFESSIONAL WRESTLING INDUSTRY**

15 24. WWE admits that professional wrestling is produced by professional wrestling  
16 promotion companies such as WWE and MLW, among others, and that professional wrestling is  
17 sometimes referred to as a form of sports entertainment.

18 25. WWE admits that the outcomes of professional wrestling matches are commonly  
19 predetermined and scripted. WWE denies the remaining allegations in Paragraph 25.

20 26. WWE admits that throughout the 1990s, it was a major wrestling promotion  
21 competing in the United States. WWE lacks knowledge or information sufficient to form a belief  
22 as to the truth of the remaining allegations in Paragraph 26. WWE therefore denies the remaining  
23 allegations in Paragraph 26.

24 27. To the extent that the first sentence of Paragraph 27 sets forth conclusions of law,  
25 no response is required. To the extent a response is required, WWE denies the allegations in the  
26 first sentence of Paragraph 27. WWE denies the allegations in the second sentence of Paragraph  
27 27.

28 28. WWE admits the allegations in the first and fourth sentences of Paragraph 28.

1 WWE lacks knowledge or information sufficient to form a belief as to the truth of the remaining  
 2 allegations in Paragraph 28. WWE therefore denies the remaining allegations in Paragraph 28.

3 29. WWE denies the allegations in Paragraph 29.

4 **III. THE RELEVANT MARKET**

5 30. To the extent that Paragraph 30 sets forth conclusions of law, no response is  
 6 required. To the extent a response is required, WWE denies the allegations in Paragraph 30.

7 31. To the extent that Paragraph 31 sets forth conclusions of law, no response is  
 8 required. To the extent a response is required, WWE denies the allegations in Paragraph 31.

9 32. WWE admits the allegations in the first and second sentences of Paragraph 32.  
 10 WWE lacks knowledge or information sufficient to form a belief as to the truth of the remaining  
 11 allegations in Paragraph 32. WWE therefore denies the remaining allegations in Paragraph 32.

12 33. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 13 the allegations in the first sentence of Paragraph 33. WWE therefore denies the allegations in the  
 14 first sentence of Paragraph 33. The allegations in the second sentence of Paragraph 33 refer to  
 15 and purport to interpret a document that speaks for itself. WWE respectfully refers the Court to  
 16 the full cited document for its language and complete contents, and otherwise denies the  
 17 allegations in the second sentence of Paragraph 33.

18 34. WWE admits that its programs have aired on USA Network, SYFY, and Peacock  
 19 (all owned by NBCUniversal), FOX, and Hulu. WWE admits that it operates channels on  
 20 YouTube. With respect to the remaining allegations in Paragraph 34, WWE denies that MLW  
 21 has properly defined a “Relevant Market” and denies that professional wrestling promotions have  
 22 been aired on “a tiny fraction” of the vast number of U.S. media platforms. WWE therefore  
 23 denies the remaining allegations in Paragraph 34.

24 35. To the extent that the first sentence of Paragraph 35 sets forth conclusions of law,  
 25 no response is required. To the extent a response is required, WWE denies the allegations in the  
 26 first sentence of Paragraph 35. The allegations in the second sentence of Paragraph 35 refer to  
 27 and purport to interpret a document that speaks for itself. WWE respectfully refers the Court to  
 28 the full cited document for its language and complete contents, and otherwise denies the

1 allegations in the second sentence of Paragraph 35.

2       **A. Structure of Professional Wrestling Media Rights Deals**

3       36. The allegations in Paragraph 36 refer to and purport to interpret WWE's 2021 SEC  
 4 Form 10-K, which speaks for itself. WWE respectfully refers the Court to its 2021 SEC Form 10-  
 5 K for its language and complete contents, and otherwise denies the allegations in Paragraph 36.

6       37. WWE admits that it receives forms of revenue or payment pursuant to media rights  
 7 agreements. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 8 the remaining allegations in Paragraph 37. WWE therefore denies the remaining allegations in  
 9 Paragraph 37.

10       38. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 11 the allegations in Paragraph 38. WWE therefore denies the allegations in Paragraph 38.

12       39. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 13 the allegations in Paragraph 39. WWE therefore denies the allegations in Paragraph 39.

14       40. WWE denies the allegations in Paragraph 40.

15       **B. There is no Meaningful Substitute for Professional Wrestling Programming**

16       41. To the extent that the first and second sentences of Paragraph 41 set forth  
 17 conclusions of law, no response is required. To the extent a response is required, WWE denies  
 18 the allegations in the first and second sentences of Paragraph 41. The remaining allegations in  
 19 Paragraph 41 refer to and purport to interpret a document that speaks for itself. WWE  
 20 respectfully refers the Court to the full cited document for its language and complete contents,  
 21 and otherwise denies the allegations in Paragraph 41.

22       42. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 23 the allegations in Paragraph 42. WWE therefore denies the allegations in Paragraph 42.

24       43. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 25 the allegations in Paragraph 43. WWE therefore denies the allegations in Paragraph 43.

26       44. The allegations of Paragraph 44 refer to and purport to interpret documents that  
 27 speak for themselves. WWE respectfully refers the Court to the full cited documents for their  
 28 language and complete contents, and otherwise denies the allegations in Paragraph 44.

1       45.     The allegations of Paragraph 45 refer to and purport to interpret documents that  
2 speak for themselves. WWE respectfully refers the Court to the full cited documents for their  
3 language and complete contents, and otherwise denies the allegations in Paragraph 45.

4       46.     The allegations of Paragraph 46 refer to and purport to interpret documents that  
5 speak for themselves. WWE respectfully refers the Court to the full cited documents for their  
6 language and complete contents, and otherwise denies the allegations in Paragraph 46.

7       47.     WWE lacks knowledge or information sufficient to form a belief as to the truth of  
8 the allegations concerning boxing and MMA in Paragraph 47. WWE therefore denies those  
9 allegations in Paragraph 47. The allegations of the fourth sentence of Paragraph 47 refer to and  
10 purport to interpret a document that speaks for itself. WWE respectfully refers the Court to the  
11 full cited document for its language and complete contents, and otherwise denies the allegations  
12 in the fourth sentence of Paragraph 47.

13       48.     To the extent that Paragraph 48 sets forth conclusions of law, no response is  
14 required. To the extent a response is required, WWE denies the allegations in Paragraph 48.  
15 WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations  
16 concerning live team and individual sports in Paragraph 48. WWE therefore denies those  
17 allegations in Paragraph 48.

18       49.     WWE admits that professional wrestling has no off-season. WWE lacks  
19 knowledge or information sufficient to form a belief as to the truth of the allegations concerning  
20 live team and individual sports in Paragraph 49. WWE therefore denies those allegations in  
21 Paragraph 49. The allegations in the sixth sentence of Paragraph 49 refer to and purport to  
22 interpret a document not cited in or attached to the FAC. As such, WWE lacks knowledge or  
23 information sufficient to form a belief as to the truth of the allegations in the sixth sentence of  
24 Paragraph 49. WWE therefore denies the allegations in the second sentence of Paragraph 49.  
25 Furthermore, the referenced document speaks for itself. WWE respectfully refers the Court to the  
26 full cited document for its language and complete contents, and otherwise denies the allegations  
27 in the sixth sentence of Paragraph 49.

28       50.     To the extent that Paragraph 50 sets forth conclusions of law, no response is

1 required. To the extent a response is required, WWE denies the allegations in Paragraph 50.

2 **IV. WWE'S MONOPOLY POWER IN THE RELEVANT MARKET.**

3 51. To the extent that Paragraph 51 sets forth conclusions of law, no response is  
4 required. To the extent a response is required, WWE denies the allegations in Paragraph 51.

5 **A. WWE Excludes Competitors and Charges Supracompetitive Prices**

6 52. The allegations in the third sentence of Paragraph 52 refer to and purport to  
7 interpret the contents of a document that speaks for itself. WWE respectfully refers the Court to  
8 the full cited document for its language and complete contents, and otherwise denies the  
9 allegations in the third sentence of Paragraph 52. To the extent that the remaining allegations in  
10 Paragraph 52 set forth conclusions of law, no response is required. To the extent a response is  
11 required, WWE denies the remaining allegations in Paragraph 52.

12 53. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
13 the allegations in the second and fourth sentences of Paragraph 53. WWE therefore denies the  
14 allegations in the second and fourth sentences of Paragraph 53. The allegations in the third  
15 sentence of Paragraph 53 refer to and purport to interpret a document that speaks for itself. WWE  
16 respectfully refers the Court to the full cited document for its language and complete contents,  
17 and otherwise denies the allegations in the third sentence of Paragraph 53. WWE denies the  
18 remaining allegations in Paragraph 53.

19 54. To the extent that Paragraph 54 sets forth conclusions of law, no response is  
20 required. To the extent a response is required, WWE denies the allegations in Paragraph 54.

21 55. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
22 the allegations in the third sentence of Paragraph 55. WWE therefore denies the allegations in the  
23 third sentence of Paragraph 55. WWE denies the remaining allegations in Paragraph 55.

24 56. The allegations in the first, second, and third sentences of Paragraph 56 refer to  
25 and purport to interpret documents that speak for themselves. WWE respectfully refers the Court  
26 to the full cited documents for their language and complete contents, and otherwise denies the  
27 allegations in the first, second, and third sentences of Paragraph 56. To the extent that the fourth  
28 sentence of Paragraph 56 sets forth conclusions of law, no response is required. To the extent a

1 response is required, WWE denies the allegations in the fourth sentence of Paragraph 56.

2 57. To the extent that Paragraph 57 sets forth conclusions of law, no response is  
 3 required. To the extent a response is required, WWE denies the allegations in Paragraph 57.  
 4 WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations  
 5 in the third sentence of Paragraph 57. WWE therefore denies the allegations in the third sentence  
 6 of Paragraph 57.

7 58. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 8 the allegations in the third sentence of Paragraph 58. WWE therefore denies the allegations in the  
 9 third sentence of Paragraph 58. WWE denies the remaining allegations in Paragraph 58.

10 **B. WWE Possesses a Dominant Market Share and Imposes and Exploits High**  
 11 **Barriers to Entry in the Relevant Market**

12 59. To the extent that Paragraph 59 sets forth conclusions of law, no response is  
 13 required. To the extent a response is required, WWE denies the allegations in Paragraph 59.

14 **i. WWE Has a Dominant Share of the Relevant Market**

15 60. To the extent that Paragraph 60 sets forth conclusions of law, no response is  
 16 required. To the extent a response is required, WWE denies the allegations in Paragraph 60. The  
 17 allegations in the third sentence of Paragraph 60 refer to and purport to interpret a document that  
 18 speaks for itself. WWE respectfully refers the Court to the full cited document for its language  
 19 and complete contents, and otherwise denies the allegations in the third sentence of Paragraph 60.

20 61. To the extent that Paragraph 61 sets forth conclusions of law, no response is  
 21 required. To the extent a response is required, WWE denies the allegations in Paragraph 61.

22 62. To the extent that the first sentence of Paragraph 62 sets forth conclusions of law,  
 23 no response is required. To the extent a response is required, WWE denies the allegations in the  
 24 first sentence of Paragraph 62. WWE lacks knowledge or information sufficient to form a belief  
 25 as to the truth of the remaining allegations in Paragraph 62. WWE therefore denies the remaining  
 26 allegations in Paragraph 62.

27 63. To the extent that Paragraph 63 sets forth conclusions of law, no response is  
 28 required. To the extent a response is required, WWE denies the allegations in Paragraph 63.

1       64.    WWE denies the first sentence of Paragraph 64. The allegations in the second  
2 sentence of Paragraph 64 refer to and purport to interpret a document that speaks for itself. WWE  
3 respectfully refers the Court to the full cited document for its language and complete contents,  
4 and otherwise denies the allegations in the second sentence of Paragraph 64.

5        65. To the extent that Paragraph 65 sets forth conclusions of law, no response is  
6 required. To the extent a response is required, WWE denies the allegations in Paragraph 65. The  
7 allegations in the third and fourth sentences of Paragraph 65 refer to and purport to interpret a  
8 document that speaks for itself. WWE respectfully refers the Court to the full cited document for  
9 its language and complete contents, and otherwise denies the allegations in the third and fourth  
10 sentences of Paragraph 65.

- i. **WWE Exploits Barriers to Entry in the Relevant Market Through Anti-competitive Practices Designed to Raise Competitors' Long-Run Costs of Production And Maintain Its Dominance**

14 66. To the extent that Paragraph 66 sets forth conclusions of law, no response is  
15 required. To the extent a response is required, WWE denies the allegations in Paragraph 66.

**(1) Substantial Foreclosure of The Relevant Market By Tying Up Key Media Partners**

18        67. To the extent that Paragraph 67 sets forth conclusions of law, no response is  
19 required. To the extent a response is required, WWE denies the allegations in Paragraph 67.  
20 WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations  
21 in the third, fourth, and fifth sentences of Paragraph 67. WWE therefore denies the allegations in  
22 the third, fourth, and fifth sentences of Paragraph 67.

23        68. To the extent that Paragraph 68 sets forth conclusions of law, no response is  
24 required. To the extent a response is required, WWE denies the allegations in Paragraph 68. The  
25 allegations in the third sentence of Paragraph 68 refer to and purport to interpret a document that  
26 speaks for itself. WWE respectfully refers the Court to the full cited document for its language  
27 and complete contents, and otherwise denies the allegations in the third sentence of Paragraph 68.

28 69. To the extent that Paragraph 69 sets forth conclusions of law, no response is

1 required. To the extent a response is required, WWE denies the allegations in Paragraph 69. The  
2 allegations in the fourth sentence of Paragraph 69 refer to and purport to interpret documents that  
3 speak for themselves. WWE respectfully refers the Court to the full cited documents for their  
4 language and complete contents, and otherwise denies the allegations in the fourth sentence of  
5 Paragraph 69.

6        70.      WWE admits that it began operating a streaming platform, the WWE Network,  
7 beginning in 2014. Otherwise, to the extent that Paragraph 70 sets forth conclusions of law, no  
8 response is required. To the extent a response is required, WWE denies the allegations in  
9 Paragraph 70. The allegations in the third sentence of Paragraph 70 refer to and purport to  
10 interpret a document that speaks for itself. WWE respectfully refers the Court to the full cited  
11 document for its language and complete contents, and otherwise denies the allegations in the third  
12 sentence of Paragraph 70.

13        71.      WWE admits that it has an agreement with NBCUniversal's Peacock streaming  
14 platform. Otherwise, to the extent that Paragraph 71 sets forth conclusions of law, no response is  
15 required. To the extent a response is required, WWE denies the allegations in Paragraph 71.

16        72. The allegations in the second sentence of Paragraph 72 refer to and purport to  
17 interpret a document not cited in or attached to the FAC. As such, WWE lacks knowledge or  
18 information sufficient to form a belief as to the truth of the allegations in the second sentence of  
19 Paragraph 72. WWE therefore denies the allegations in the second sentence of Paragraph 72.  
20 Furthermore, the referenced document speaks for itself. WWE respectfully refers the Court to the  
21 full cited document for its language and complete contents, and otherwise denies the allegations  
22 in the second sentence of Paragraph 72. Otherwise, to the extent that Paragraph 72 sets forth  
23 conclusions of law, no response is required. To the extent a response is required, WWE denies  
24 the allegations in Paragraph 72.

## **(2) *Restricting Access to and Raising Costs of Skilled Performers***

27       73. To the extent that Paragraph 73 sets forth conclusions of law, no response is  
28 required. To the extent a response is required, WWE denies the allegations in Paragraph 73.

1       74. The allegations in the third and fourth sentences of Paragraph 74 refer to and  
 2 purport to interpret documents not cited in or attached to the FAC. As such, WWE lacks  
 3 knowledge or information sufficient to form a belief as to the truth of the allegations in the third  
 4 and fourth sentences of Paragraph 74. WWE therefore denies the allegations in the third and  
 5 fourth sentences of Paragraph 74. Furthermore, the referenced documents speak for themselves.  
 6 WWE respectfully refers the Court to the full cited documents for their language and complete  
 7 contents, and otherwise denies the allegations in the third and fourth sentences of Paragraph 74.  
 8 WWE denies remaining the allegations in Paragraph 74.

9       75. To the extent that Paragraph 75 sets forth conclusions of law, no response is  
 10 required. To the extent a response is required, WWE denies the allegations in Paragraph 75.

11       76. WWE admits that Stephon Strickland was a WWE wrestler from 2019 to 2022 and  
 12 avers, on information and belief, that Strickland is now a wrestler for AEW. WWE otherwise  
 13 denies the allegations in the first, second, and third sentences in Paragraph 76. WWE lacks  
 14 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in  
 15 Paragraph 76. WWE therefore denies the remaining allegations in Paragraph 76.

16       77. WWE denies the allegations in Paragraph 77.

17       78. WWE denies the allegations in Paragraph 78.

18       79. The allegations in the second and third sentences of Paragraph 79 refer to and  
 19 purport to interpret documents that speak for themselves. WWE respectfully refers the Court to  
 20 the full cited documents for their language and complete contents, and otherwise denies the  
 21 allegations in the second and third sentences of Paragraph 79. WWE denies the allegations in the  
 22 first sentence of Paragraph 79.

23       80. The allegations in the third sentence of Paragraph 80 refer to and purport to  
 24 interpret a document that speaks for itself. WWE respectfully refers the Court to the full cited  
 25 document for its language and complete contents, and otherwise denies the allegations in the third  
 26 sentence of Paragraph 80. To the extent that the remaining allegations in Paragraph 80 set forth  
 27 conclusions of law, no response is required. To the extent a response is required, WWE denies  
 28 the remaining allegations in Paragraph 80.

### **(3) *Cutting off Access to Arenas and Live Audiences***

81. To the extent that Paragraph 81 sets forth conclusions of law, no response is required. To the extent a response is required, WWE denies the allegations in Paragraph 81.

82. WWE denies the allegations in the first sentence of Paragraph 82. WWE lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 82. WWE therefore denies the remaining allegations in Paragraph 82.

83. WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of Paragraph 83. WWE therefore denies the allegations in the first sentence of Paragraph 83. WWE denies the remaining allegations in Paragraph 83.

84. WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the third sentence of Paragraph 84. WWE therefore denies the allegations in the third sentence of Paragraph 84. WWE denies the remaining allegations in Paragraph 84.

85. WWE denies the allegations in the first sentence of Paragraph 85. WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the second sentence of Paragraph 85. WWE therefore denies the allegations in the second sentence of Paragraph 85.

86. WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the third sentence of Paragraph 86. WWE therefore denies the allegations in the third sentence of Paragraph 86. WWE denies the remaining allegations in Paragraph 86.

## V. WWE INTERFERES WITH MLW'S MEDIA RIGHTS DEALS.

87. To the extent that Paragraph 87 sets forth conclusions of law, no response is required. To the extent a response is required, WWE denies the allegations in Paragraph 87.

## A. WWE Interferes with MLW's Deal with VICE

88. WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 88. WWE therefore denies the allegations in Paragraph 88.

89. WWE admits that VICE's programs included a series titled *Dark Side of the Ring*. WWE admits that A&E airs WWE programs. WWE denies the remaining allegations in Paragraph 89.

1           90.    WWE admits that Jerry McDevitt was interviewed as part of an episode of *Dark*  
 2 *Side of the Ring*. WWE denies the remaining allegations in Paragraph 90.

3           91.    WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 4 the allegations in the first and second sentences of Paragraph 91. WWE therefore denies the  
 5 allegations in the first and second sentences of Paragraph 91. WWE denies the allegations in the  
 6 third sentence of Paragraph 91.

7           **B. WWE Interferes with MLW's Deal with Tubi**

8           92.    WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 9 the allegations in Paragraph 92. WWE therefore denies the allegations in Paragraph 92.

10          93.    WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 11 the allegations in Paragraph 93. WWE therefore denies the allegations in Paragraph 93.

12          94.    WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 13 the allegations in Paragraph 94. WWE therefore denies the allegations in Paragraph 94.

14          95.    WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 15 the allegations in Paragraph 95. WWE therefore denies the allegations in Paragraph 95.

16          96.    WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 17 the allegations in Paragraph 96. WWE therefore denies the allegations in Paragraph 96.

18          97.    WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 19 the allegations in Paragraph 97. WWE therefore denies the allegations in Paragraph 97.

20          98.    WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 21 the allegations in Paragraph 98. WWE therefore denies the allegations in Paragraph 98.

22          99.    WWE denies the allegations in Paragraph 99.

23          100.   WWE admits that, on or about August 9, 2021, Stephanie McMahon spoke with a  
 24 Tubi executive. WWE denies the allegations in the second, third, and fourth sentences of  
 25 Paragraph 100. The allegations in the fifth sentence of Paragraph 100 refer to and purport to  
 26 interpret a document not cited in or attached to the FAC. As such, WWE lacks knowledge or  
 27 information sufficient to form a belief as to the truth of the allegations in the fifth sentence of  
 28 Paragraph 100. WWE therefore denies the allegations in the second sentence of Paragraph 100.

1 Furthermore, the referenced document speaks for itself. WWE respectfully refers the Court to the  
 2 full cited document for its language and complete contents, and otherwise denies the allegations  
 3 in the fifth sentence of Paragraph 100.

4 101. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
 5 the allegations in the first sentence of Paragraph 101. WWE therefore denies the allegations in  
 6 the first sentence of Paragraph 101. WWE denies the remaining allegations in Paragraph 101.

7 102. The allegations in Paragraph 102 refer to and purport to interpret a document that  
 8 speaks for itself. WWE respectfully refers the Court to the full cited document for its language  
 9 and complete contents, and otherwise denies the allegations in Paragraph 102.

10 **VI. WWE'S PREDATORY, ANTI-COMPETITIVE AND TORTIOUS CONDUCT HAS**  
 11 **CAUSED HARM TO THE COMPETITIVE PROCESS, CONSUMERS AND**  
 12 **MLW.**

13 A. **WWE's Anti-Competitive Conduct Has Caused Harm to Competition and**  
 14 **Consumers**

15 103. To the extent that Paragraph 103 sets forth conclusions of law, no response is  
 16 required. To the extent a response is required, WWE denies the allegations in Paragraph 103.

17 104. To the extent that Paragraph 104 sets forth conclusions of law, no response is  
 18 required. To the extent a response is required, WWE denies the allegations in Paragraph 104.  
 19 WWE lacks knowledge or information sufficient to form a belief as to the truth of the allegations  
 20 in the fourth sentence of Paragraph 104. WWE therefore denies the allegations in the fourth  
 sentence of Paragraph 104.

21 105. To the extent that Paragraph 105 sets forth conclusions of law, no response is  
 22 required. To the extent a response is required, WWE denies the allegations in Paragraph 105.

23 B. **WWE's Predatory, Anti-Competitive and Tortious Conduct Has Caused**  
 24 **Antitrust Injury to MLW**

25 106. To the extent that the first and third sentences of Paragraph 106 sets forth  
 26 conclusions of law, no response is required. To the extent a response is required, WWE denies  
 27 the allegations in the first and third sentences of Paragraph 106. WWE lacks knowledge or  
 28 information sufficient to form a belief as to the truth of the allegations in the second sentence of

1 Paragraph 106. WWE therefore denies the allegations in the second sentence of Paragraph 106.

2 107. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
3 the allegations in Paragraph 107. WWE therefore denies the allegations in Paragraph 107.

4 108. WWE denies the allegations in the first, third, and fifth sentences of Paragraph

5 108. WWE lacks knowledge or information sufficient to form a belief as to the truth of the  
6 remaining allegations in Paragraph 108. WWE therefore denies the remaining allegations in  
7 Paragraph 108.

8 109. To the extent that Paragraph 109 sets forth conclusions of law, no response is  
9 required. To the extent a response is required, WWE denies the allegations in Paragraph 109.

#### 10 **FIRST CLAIM FOR RELIEF**

##### 11 **(Monopolization Under Section 2 of the Sherman Antitrust Act, 15 U.S.C. § 2)**

12 110. WWE incorporates by reference each response and denial set forth in the  
13 foregoing paragraphs as if fully set forth herein.

14 111. To the extent that Paragraph 111 sets forth conclusions of law, no response is  
15 required. To the extent a response is required, WWE denies the allegations in Paragraph 111.

16 112. To the extent that Paragraph 112 sets forth conclusions of law, no response is  
17 required. To the extent a response is required, WWE denies the allegations in Paragraph 112.

18 113. To the extent that Paragraph 113 sets forth conclusions of law, no response is  
19 required. To the extent a response is required, WWE denies the allegations in Paragraph 113.

20 114. To the extent that Paragraph 114 sets forth conclusions of law, no response is  
21 required. To the extent a response is required, WWE denies the allegations in Paragraph 114.

22 115. To the extent that Paragraph 115 sets forth conclusions of law, no response is  
23 required. To the extent a response is required, WWE denies the allegations in Paragraph 115.

24 116. To the extent that Paragraph 116 sets forth conclusions of law, no response is  
25 required. To the extent a response is required, WWE denies the allegations in Paragraph 116.

26 117. To the extent that Paragraph 117 sets forth conclusions of law, no response is  
27 required. To the extent a response is required, WWE denies the allegations in Paragraph 117.

28 118. To the extent that Paragraph 118 sets forth conclusions of law, no response is

1 required. To the extent a response is required, WWE denies the allegations in Paragraph 118.

2 119. To the extent that Paragraph 119 sets forth conclusions of law, no response is  
3 required. To the extent a response is required, WWE denies the allegations in Paragraph 119.

4 120. To the extent that Paragraph 120 sets forth conclusions of law, no response is  
5 required. To the extent a response is required, WWE denies the allegations in Paragraph 120.

6 **SECOND CLAIM FOR RELIEF**

7 **(Attempted Monopolization Under the Sherman Antitrust Act, 15 U.S.C. § 2)**

8 121. WWE incorporates by reference each response and denial set forth in the  
9 foregoing paragraphs as if fully set forth herein.

10 122. To the extent that Paragraph 122 sets forth conclusions of law, no response is  
11 required. To the extent a response is required, WWE denies the allegations in Paragraph 122.

12 123. To the extent that Paragraph 123 sets forth conclusions of law, no response is  
13 required. To the extent a response is required, WWE denies the allegations in Paragraph 123.

14 124. To the extent that Paragraph 124 sets forth conclusions of law, no response is  
15 required. To the extent a response is required, WWE denies the allegations in Paragraph 124.

16 125. To the extent that Paragraph 125 sets forth conclusions of law, no response is  
17 required. To the extent a response is required, WWE denies the allegations in Paragraph 125.

18 126. To the extent that Paragraph 126 sets forth conclusions of law, no response is  
19 required. To the extent a response is required, WWE denies the allegations in Paragraph 126.

20 127. To the extent that Paragraph 127 sets forth conclusions of law, no response is  
21 required. To the extent a response is required, WWE denies the allegations in Paragraph 127.

22 128. To the extent that Paragraph 128 sets forth conclusions of law, no response is  
23 required. To the extent a response is required, WWE denies the allegations in Paragraph 128.

24 129. To the extent that Paragraph 129 sets forth conclusions of law, no response is  
25 required. To the extent a response is required, WWE denies the allegations in Paragraph 129.

26 **THIRD CLAIM FOR RELIEF**

27 **(Intentional Interference with Prospective Economic Advantage)**

28 130. WWE incorporates by reference each response and denial set forth in the

1 foregoing paragraphs as if fully set forth herein.

2 131. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
3 the allegations in Paragraph 131. WWE therefore denies the allegations in Paragraph 131.

4 132. WWE denies the allegations in Paragraph 132.

5 133. WWE denies the allegations in Paragraph 133.

6 134. WWE denies the allegations in the first sentence in Paragraph 134. WWE lacks  
7 knowledge or information sufficient to form a belief as to the truth of the remaining allegations in  
8 Paragraph 134. WWE therefore denies the allegations in Paragraph 134.

9 135. To the extent that Paragraph 135 sets forth conclusions of law, no response is  
10 required. To the extent a response is required, WWE denies the allegations in Paragraph 135.

11 136. To the extent that Paragraph 136 sets forth conclusions of law, no response is  
12 required. To the extent a response is required, WWE denies the allegations in Paragraph 136.

13 **FOURTH CLAIM FOR RELIEF**

14 **(Intentional Interference with Contractual Relations)**

15 137. WWE incorporates by reference each response and denial set forth in the  
16 foregoing paragraphs as if fully set forth herein.

17 138. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations in Paragraph 138. WWE therefore denies the allegations in Paragraph 138.

19 139. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
20 the allegations in Paragraph 139. WWE therefore denies the allegations in Paragraph 139.

21 140. WWE lacks knowledge or information sufficient to form a belief as to the truth of  
22 the allegations in Paragraph 140. WWE therefore denies the allegations in Paragraph 140.

23 141. WWE denies the allegations in Paragraph 141.

24 142. To the extent that Paragraph 142 sets forth conclusions of law, no response is  
25 required. To the extent a response is required, WWE denies the allegations in Paragraph 142.

26 143. To the extent that Paragraph 143 sets forth conclusions of law, no response is  
27 required. To the extent a response is required, WWE denies the allegations in Paragraph 143.

## **FIFTH CLAIM FOR RELIEF**

**(Cal. Bus. & Prof. Code §17200)**

144. WWE incorporates and realleges each response and denial set forth in the foregoing paragraphs as if fully set forth herein.

145. WWE denies the allegations of Paragraph 145.

146. To the extent that Paragraph 146 sets forth conclusions of law, no response is required. To the extent a response is required, WWE denies the allegations in Paragraph 146.

147. To the extent that Paragraph 147 sets forth conclusions of law, no response is required. To the extent a response is required, WWE denies the allegations in Paragraph 147.

**DEMAND FOR A JURY TRIAL**

Pursuant to Federal Rule of Civil Procedure 38 and Northern District of California L.R. 3-6, WWE demands a trial by jury on all issues so triable.

## **PRAYER FOR RELIEF**

WWE denies that MLW is entitled to any of the requested relief and prays that MLW's Prayer for Relief be denied in its entirety. WWE further prays that judgment be entered for WWE and that the Court grant WWE such other and further relief as it deems just and appropriate:

1. WWE denies that MLW is entitled to any of the requested relief and prays that MLW's Prayer for Relief be denied in its entirety. WWE further prays that judgment be entered for WWE and that the Court grant WWE such other and further relief as it deems just and appropriate.

2. WWE denies that MLW is entitled to any of the requested relief and prays that MLW's Prayer for Relief be denied in its entirety. WWE further prays that judgment be entered for WWE and that the Court grant WWE such other and further relief as it deems just and appropriate.

3. WWE denies that MLW is entitled to any of the requested relief and prays that MLW's Prayer for Relief be denied in its entirety. WWE further prays that judgment be entered for WWE and that the Court grant WWE such other and further relief as it deems just and appropriate.

1           4. WWE denies that MLW is entitled to any of the requested relief and prays  
2           that MLW's Prayer for Relief be denied in its entirety. WWE further prays  
3           that judgment be entered for WWE and that the Court grant WWE such  
4           other and further relief as it deems just and appropriate.

5           5. WWE denies that MLW is entitled to any of the requested relief and prays  
6           that MLW's Prayer for Relief be denied in its entirety. WWE further prays  
7           that judgment be entered for WWE and that the Court grant WWE such  
8           other and further relief as it deems just and appropriate.

9           6. WWE denies that MLW is entitled to any of the requested relief and prays  
10          that MLW's Prayer for Relief be denied in its entirety. WWE further prays  
11          that judgment be entered for WWE and that the Court grant WWE such  
12          other and further relief as it deems just and appropriate.

13          7. WWE denies that MLW is entitled to any of the requested relief and prays  
14          that MLW's Prayer for Relief be denied in its entirety. WWE further prays  
15          that judgment be entered for WWE and that the Court grant WWE such  
16          other and further relief as it deems just and appropriate.

17          8. WWE denies that MLW is entitled to any of the requested relief and prays  
18          that MLW's Prayer for Relief be denied in its entirety. WWE further prays  
19          that judgment be entered for WWE and that the Court grant WWE such  
20          other and further relief as it deems just and appropriate.

21          9. WWE denies that MLW is entitled to any of the requested relief and prays  
22          that MLW's Prayer for Relief be denied in its entirety. WWE further prays  
23          that judgment be entered for WWE and that the Court grant WWE such  
24          other and further relief as it deems just and appropriate.

25          10. WWE denies that MLW is entitled to any of the requested relief and prays  
26          that MLW's Prayer for Relief be denied in its entirety. WWE further prays  
27          that judgment be entered for WWE and that the Court grant WWE such  
28          other and further relief as it deems just and appropriate.

## **AFFIRMATIVE DEFENSES**

WWE asserts the following affirmative defenses without in any way conceding that MLW does not have to prove—or that MLW will be able to prove—each and every element of its claims, including, but not limited to, that MLW has standing to raise its claims; that MLW has suffered antitrust injury or injury in fact; that MLW incurred any cognizable damages; that WWE’s alleged conduct was the actual or proximate cause of any injury or damage to MLW; and that MLW does not have an adequate remedy at law.

WWE asserts the following affirmative defenses on information and belief. In doing so, WWE does not assume any burden of proof, persuasion, or production on such defenses where such burden would otherwise fall on MLW. Additionally, WWE's affirmative defenses are asserted in the alternative, and none of them constitutes an admission of liability or that MLW is entitled to any relief.

## First Defense

MLW's equitable claims and state-law claims are barred, in whole or in part, by the doctrines of unclean hands and *in pari delicto*. Upon information and belief, MLW either includes or attempts to include provisions in its contracts with streaming and broadcast partners, wrestlers, venues, and/or other entities that are substantively equivalent or similar to those provisions in WWE's contracts that MLW alleges to be anticompetitive and unlawful.

## Second Defense

MLW's equitable claims are barred, in whole or in part, based on the doctrines of estoppel, laches, and waiver, as MLW's claims are based, in part, on actions and events spanning decades, and upon information and belief, MLW acted in a dilatory manner in bringing this action. MLW was originally formed in 2002 and would have long been aware of WWE's conduct that MLW alleges is anticompetitive and unlawful given that MLW alleges that WWE has been engaging in such conduct for at least the past twenty years.

## Third Defense

If and to the extent that MLW has been damaged, which WWE denies, MLW, by the exercise of reasonable diligence, could have mitigated its damages but did not and is therefore

1 barred from recovery. Alternatively, any damages sustained by MLW, which WWE denies, must  
 2 be reduced by the amount that such damages would have been reduced had MLW exercised  
 3 reasonable diligence in mitigating its damages. MLW could have exercised reasonable diligence  
 4 in mitigating damages by, *inter alia*, booking or attempting to book shows at the venues  
 5 mentioned in the FAC or other venues; selling, licensing, or attempting to sell or license its media  
 6 rights to the many broadcast or streaming services that did not have contracts with WWE or other  
 7 wrestling promotions; competing for the business of the broadcast or streaming services that did  
 8 have contracts with WWE when such contracts expired; signing or attempting to sign professional  
 9 wrestlers under contract with WWE or not already under contract with WWE or other wrestling  
 10 promotions; and/or otherwise growing its business through investment of additional capital.

#### 11 **Fourth Defense**

12 MLW's claims are barred, in whole or in part, because, to the extent that MLW suffered  
 13 any injury or incurred any damages as alleged in the FAC, which WWE denies, any such injury  
 14 or damage was caused and brought about by the acts, conduct, or omissions of individuals or  
 15 entities other than WWE, including, but not limited to, VICE TV, Tubi, Reelz, and any other  
 16 broadcast or streaming partner or venue that chose not to engage in business with MLW. As  
 17 such, any recovery herein should be precluded or diminished in proportion to the amount of fault  
 18 attributable to such other individuals or entities.

#### 19 **Fifth Defense**

20 MLW's claims are barred, in whole or in part, because, to the extent MLW suffered any  
 21 injury or incurred any damages as alleged in the FAC, which WWE denies, any such injury or  
 22 damage was caused and brought about by intervening or superseding events, factors, occurrences,  
 23 conditions, or acts of others, including, but not limited to, VICE TV, Tubi, Reelz, and any other  
 24 broadcast or streaming partner or venue that allegedly chose not to engage in business with  
 25 MLW, or by MLW's own conduct—including its failure to compete effectively by offering a  
 26 quality product at an attractive price—and not by any alleged wrongful conduct on the part of  
 27 WWE. MLW's claims are further barred, in whole or in part, because to the extent MLW  
 28 suffered any injury or incurred any damages as alleged in the FAC, which WWE denies, any such

injury or damage was caused and brought about by other forces in the marketplace, including, but not limited to, the demand for other wrestling promotions' content and demand for other forms of programming, and the relative lack of desirability of MLW's programming and offers to potential customers.

## Sixth Defense

MLW's equitable claims are barred, in whole or in part, because any recovery would result in unjust enrichment to MLW. MLW would be unjustly enriched for recovering on the basis of any alleged activity that affected the entire marketplace and in which MLW has similarly participated.

## Seventh Defense

MLW's claims are barred, in whole or in part, because WWE had legitimate business and/or economic justifications for the conduct at issue. For example, the provisions at issue in WWE's contracts with wrestlers are designed to protect WWE's investment in creating and building a wrestler's character, persona, storyline, and engagement with fans. The provisions at issue in WWE's contracts with venues are designed to prevent other wrestling promotions from free-riding on WWE's investment in marketing ticket sales and promoting its wrestling events at particular venues and building fan interest in local markets, and to prevent marketplace confusion. WWE's contracts with streaming and broadcast platforms include reciprocal exclusivity provisions because the streaming and broadcast platforms require exclusive rights to the contracted-for programming during the term of the contract, and the broadcast and streaming partners agree, in exchange, not to stream, broadcast, promote, or advertise non-WWE professional wrestling sports entertainment content during the term of the contract. These reciprocal exclusivity provisions provide incentives for both (streaming and broadcast) distributors and WWE to make beneficial investments in their products and services while avoiding free riding by third parties on such investments. In doing so, the provisions at issue ultimately benefit competition and consumers.

## Reservation of Rights

WWE reserves the right to amend this FAA to add, supplement, or modify defenses based on legal theories that may be or will be divulged through clarification, through discovery, or through further factual or legal analysis of MLW's allegations, contentions, and positions in this litigation, consistent with Federal Rule of Civil Procedure 15(a).

Dated: September 8, 2023

Respectfully submitted,

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